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## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 Project Control Systems and Reporting Requirements**

##### **H.1.1 Project Control System**

(a) The Contractor shall establish, maintain and use a project control system that is tailored based on the project's size, risk and complexity. Project documentation requirements are tailored by degree of detail, not omitted entirely. The project control system shall reflect the project status relative to cost and schedule performance, and tracks changes to the baseline. This system shall be fully integrated with the financial accounting systems on site to ensure consistent reporting of costs. The Contractor shall maintain a project control system in accordance with the following requirements:

(1) Attachment 1 to DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets, October 13, 2000.

(2) Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999;

(b) The Contractor shall provide the Contracting Officer with a detailed written description of the proposed project control system for review and approval within ninety (90) days after award of this contract. Cost effective, graded application of controls will be a critical factor in determining acceptability of the proposed system.

(c) The DOE Contracting Officer Representative (COR) or designated representatives will conduct a compliance review of the contractor's proposed project control system to determine if the description and procedures meet the intent of this contract clause.

##### **H.1.2 Baseline Development and Cost Collection**

(a) The Contractor shall develop and submit a baseline consistent with the terms and conditions of this contract and their proposal within 90 days after award. The baseline shall be developed in accordance with DOE Order 413.3 and include all of the scope identified in the statement of work (SOW). The Work Breakdown Structure (WBS) shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this



contract. The Contractor shall propose a WBS and dictionary that represents the statement of work.

(b) Cost estimates shall be integrated with the WBS and use estimating methodologies consistent with DOE Order 413.3. Costs shall be discernable by direct, indirect and fee. The project control system must maintain capability to provide total estimated cost (TEC), total project cost (TPC), estimates-to-complete (ETC), and estimates-at-completion (EAC).

(c) Schedules shall be developed that integrate with the WBS. All project work scope shall be included regardless of funding source. Each WBS element will have assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. Activities shall be resource loaded at the lowest practical level of the WBS to develop time-phased budgets that are integrated with the schedule. Float analysis will be summarized at the total project level.

(d) The Contractor shall analyze DOE proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the total estimated cost and schedule.

(e) Any contractor requested changes or DOE directed changes shall be addressed through the established change control process. This process will not, in and of itself, have the authority to change the total estimated cost or schedule.

(f) Prior to the release of funds for each fiscal year, DOE will analyze the baseline for that fiscal year. By June 30 each year DOE will provide an estimate of any budget restrictions or specific technical or schedule guidance for the upcoming fiscal years through the remainder of the project.

(g) The Contractor shall prepare a project performance forecast for all upcoming fiscal years from the approved project baseline. The Contractor shall submit budget allocations to each WBS element for the upcoming fiscal year with a focus on differences to the work activities described in the project baseline for that specific year.

(h) The Contractor shall provide variance justification for differences between planned and actual performance against the total project baseline and the estimated cost and schedule. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods and shall be reported to DOE. Performance metrics (i.e., quantities) are preferred for all technical work scope unless otherwise approved by the Contracting Officer. For variances greater than



$\pm 10\%$ , the analysis shall detail the causes for variance, impact on other WBS elements and corrective action required.

(i) The EAC for the project shall be evaluated quarterly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.

(j) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated to the WBS elements.

(k) Costs shall be collected at a charge number level and be able to be summed through the WBS. Mischarges on time cards or other administrative or accounting errors shall be corrected in a timely manner.

### **H.1.3 Project Reporting**

(a) The Contractor shall provide monthly status reports of the WBS in a format approved by the Contracting Officer. At a minimum, the status shall include cost and schedule variance at a suitable WBS level with rollup to the total WBS, the status of major milestones, and critical technical or programmatic issues.

(b) Semi-Annual Critical Analysis (SACA). Twice each year the Contractor shall prepare and submit a comprehensive report that critically analyzes the overall status of the project as well as any key metrics. This report shall include overall narrative summaries, analysis of schedule trends and project float, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates.

(c) Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the baseline, the approved WBS. The Contractor's reporting system shall be able to provide for the following at the total WBS level:

- (1) Timely incorporation of contractual changes affecting estimated cost and schedule
- (2) Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning
- (3) Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments
- (4) Revisions to the contract estimated costs for



Government-directed changes to the contractual effort.

(d) The Contractor shall provide the Contracting Officer, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the Contracting Officer for control and approval authority, except during compliance reviews.

(e) The Contractor shall include graded reporting requirements in all subcontracts adequate to fairly evaluate performance and support the contractor reporting requirements.

#### **H.1.4 Baseline Change Management**

(a) The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes shall be proposed when:

- (1) Necessitated by project delays, events or other impacts that result in impact the contractor's ability to meet the award fee plan criteria;
- (2) The parties have negotiated an equitable adjustment in accordance with the section I clause entitled, "Changes-Cost-Reimbursement" or other clauses of this contract.

(b) Provided that the change does not affect total cost or schedule as stated above, the baseline change control thresholds for scope, cost and schedule shall be the lesser of the following:

DOE Headquarters	\$10,000,000 or 20% of the WBS annually
Local DOE	\$ 5,000,000 or 10% of the WBS annually
Contractor	Up to the local DOE Level

Additional work scope can only be authorized by the Contracting Officer regardless of the threshold level.

(c) In some circumstances the Contractor may exceed authorized budget levels for a WBS when a baseline change is not warranted, such as for cost overruns. The current year ETC Analysis shall track and manage changes in funding at each WBS level.

(d) Specific change control time frames for consideration and approval will be established by the Contracting Officer. Each change control threshold level shall accommodate emergency changes. Retroactive



changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes, at any level, shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. Ownership of Change Control Board records and project management records resides with DOE.

(e) Any changes to cost, schedule or fee shall be executed only through a contract modification by the Contracting Officer pursuant to the contract terms and conditions. Baseline changes will not imply the need for changes to cost, schedule or fee.

## **H.2 952.242-70 Technical Direction (Dec 2000)**

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the Scope of Work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"



(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

### **H.3 Incorporation of Representations, Certifications, and Other Statements of Offeror**

The representations, certifications, and other statements of offeror, completed by the Contractor, and dated     (TBD)    , are hereby incorporated by reference.



#### **H.4 Standard Insurance Requirements**

In accordance with FAR clause 52.228-7, entitled "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) worker's compensation and employer's liability insurance:

(1) The amount required by the state in which work is performed under applicable workers' compensation and occupational disease statutes.

(2) Employer's liability insurance in the amount of \$100,000.

(b) General liability insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile liability insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

#### **H.5 Personnel Security Clearances**

(a) The Contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The Contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(b) Personnel assigned by the Contractor to work at the DOE site will be required to obtain a security clearance. The levels of clearance are as follows:

Clearance level

Q - sensitive



Q - nonsensitive  
L - confidential/secret

Under this contract, contractor personnel shall be required to have an "L" clearance level at a minimum. Key management and certain other personnel will be required to have a "Q" clearance level.

(c) This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.

(d) The Contractor shall turn in badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated. Badges shall be returned to the CO.

## **H.6 Key Personnel**

The personnel specified below (which may include more than the proposed five Key Personnel) are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer is to be notified reasonably in advance of diverting of, or substitution for, any of these individuals. That period of time shall not be less than thirty (30) days. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Whenever, for any reason, one or more of the following employees is unavailable for assignment for work under the contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. Listed below are three to five key personnel.



NAME

TITLE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

#### **H.7 Identification and Protection of Unclassified Controlled Nuclear Information (UNCI)**

Documents originated by the Contractor or furnished by the Government to the Contractor in connection with this contract may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives.

#### **H.8 Wage Determination Rates**

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination in Part III, Section J, Attachment U. S. Department of Labor Wage Determination. Revised wage determinations shall be required from the Department of Labor and incorporated into this contract at least once every two (2) years but not more often than yearly.

#### **H.9 Lobbying Restriction (Energy & Water Development Appropriations Act, 2003)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before congress, other than to communicate to members of congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.



**H.10 Notice Regarding the Purchase of American-Made Equipment and Products - Sense of Congress**

It is the sense of the congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**H.11 Quality Assurance**

(a) The Contractor shall establish, implement, and maintain a Quality Assurance program meeting the requirements of ANSI/ASME NQA-1 "Quality Assurance Program Requirements for Nuclear Facilities" (1983 edition and addenda thereto), unless otherwise specified in this contract. The extent to which NQA-1 applies is dependent upon the nature and Scope of Work to be performed, and the relative importance of the items or services being produced, as determined by the Contractor and subject to review and approval by the COR or as otherwise specified in this contract.

(b) The quality assurance program, including procedures, processes, and products, shall be documented and subject to review by the Contracting Officer or his designated representative. The Contracting Officer may furnish written notice of the acceptability of the Contractor's quality assurance program.

(c) All supplies and services under the contract, whether manufactured or performed within the Contractor's facility or at any other source, shall be controlled at all points necessary to assure conformance with contractual requirements. The Contractor is totally responsible for all supplies and services provided under this contract. Government inspection shall not replace Contractor inspection or otherwise relieve the Contractor of his responsibility to furnish an acceptable product.

**H.12 Age Discrimination in Employment**

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations thereunder. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations under such laws.



**H.13 Allocation of Liability for Fines and Penalties to Responsible Party**

(a) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental, safety, health or quality requirements shall be borne by the party that causes the violation (contractor's, subcontractors, teaming partners, joint ventures, etc.). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is a permittee, or is named subject of an enforcement action or assessment of a fine or penalty.

(b) Regardless of which party to this contract is the named subject (Contractor or DOE) of an enforcement action for compliance with the environmental, safety, and health, or quality requirements by the cognizant regulatory authority, liability for payment of any fine or penalty as a result of Contractor action or in actions, is the responsibility of the Contractor and not reimbursable under this contract. Any fines and penalties incurred by DOE as a result of contractor actions or inactions will be reimbursed to DOE and are also unallowable. Cost of fines and penalties resulting from violations of, or the Contractor failure to comply to comply with federal, state, local, or foreign laws and regulations are unallowable except under the conditions stipulated at FAR 31.205-15.

**H.14 Defense Nuclear Facilities Safety Board**

The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations that affect or can affect contract work. Based on Contracting Officer's Representative direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE Manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

**H.15 Hazardous Materials**

In implementation of the clause in Section I entitled, "Hazardous Material Identification and Material Safety Data," the Contractor shall obtain,



review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

#### **H.16 Permits, Applications, Licenses, and Other Regulatory Documents**

(a) Consistent with the FAR clause 52.236-7 "Permits and Responsibilities," in Section I, the Contractor must obtain any licenses, permits, other approvals or authorizations for conducting all activities under the contract. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this contract (hereinafter referred to collectively as "permits"). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.

(c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if



applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.

(d) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

#### **H.17 Price Anderson Amendments Act Noncompliance**

The Contractor shall establish an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

#### **H.18 Assignment of Existing Agreements and Subcontracts**

During transition, the Contractor may review and identify any existing agreements and subcontracts entered into by the incumbent Contractor under contract DE-AC05-03OR22980 that the Contractor desires to assume. The Department cannot guarantee the existing agreements and subcontracts will be available and/or assigned. Agreements and subcontracts may include, but not be limited to, all subcontracts and purchase orders; memorandums of agreement; memorandums of understanding; licenses; agreements with local and state governments; user agreements; union agreements and other similar agreements.

#### **H.19 Government Furnished Services and Items (GFSI)**

(a) The Contractor shall provide the Contracting Officer a projection of its needed government furnished services and items (GFSI), identified in Part III, Section J, Attachment Government Furnished Services and Items within thirty (30) calendar days after the effective date of the contract and quarterly thereafter. Amendments to the projection, if any, shall be provided to the Contracting Officer 45 calendar days in advance of the GFSI need date.

(b) DOE will review each Contractor submittal of GFSI needs and, within 15 calendar days, shall notify the Contractor whether it will provide the requested GFSI. If DOE cannot provide the requested GFSI, DOE will



identify within 30 calendar days of the request date what support can be provided and the date (in excess of the contract commitment) it can be provided. If DOE cannot provide GFSI committed to in the contract within the time periods stated in Part III, Section J, Attachment Government Furnished Services and Items, the Contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (b) and (h) of the Section I DEAR 952.245-5 "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)." Government Furnished Property is identified in Part III, Section J, "Government Property - Furnished."

## **H.20 Work Force Transition and Human Resources Management**

**[Text to be provided at a later date]**

## **H.21 Award Fee Plan**

(a) The determination of award fee shall be based upon an award fee plan, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area. The award fee plan will be unilaterally established by the government. A copy of the plan shall be provided to the Contractor 30 calendar days prior to the start of the first evaluation period.

(b) The award fee plan will set forth the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical requirements if appropriate, (2) management requirement, and (3) cost functions as selected for evaluation.

(c) The award fee plan may be revised unilaterally by the government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

## **H.22 Access to DOE Facilities by Foreign Nationals**

(a) DOE Policy 142.1 and DOE Notice 142.1, both titled "Unclassified Foreign Visits and Assignments," prescribe the administrative procedures for visits and assignments by foreign nationals to DOE



facilities for purposes involving unclassified matters. The provisions of DOE Policy 142.1 and DOE Notice 142.1 apply to this contract and are available on the internet at: <http://www.directives.doe.gov/>, or by request to the contracting officer.

(b) A Foreign National is defined as any person who is not a U.S. citizen, and includes permanent resident aliens. Foreign Nationals sponsored for visits or assignments may include, among others:

- (1) Officials or other persons employed by foreign governments or other foreign institutions, who may or may not be involved in cooperation under international agreements;
- (2) Foreign students at U.S. Institutions;
- (3) Employees of DOE or other U.S. Government agencies or their contractors, of universities, of companies (professional or service staff), or of other institutions; and
- (4) Prospective employees of DOE or DOE contractors.

### **H.23 Integrated Accounting**

Integrated accounting procedures are required for use under this contract. The Contractor's financial management system shall include an integrated accounting system that is linked to DOE's accounts through the use of reciprocal accounts and that has electronic capability to transmit monthly and year-end self-balancing trial balances to the department's primary accounting system for reporting financial activity under this contract.

### **H.24 Access To and Ownership of Records**

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor in accordance with federal requirements established by the National Archives and Records Administration or as the CO may from time to time direct during the progress of the work or, in any event, as the CO shall direct upon completion or termination of the contract.

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a)



of this clause. However, records may be audited by DOE under the clause in Section I, entitled "Audit and Records – Negotiation."

- (1) Employment-related records (including but not limited to the following: workers' compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records as published in Federal Register system notices by DOE;
- (2) Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor,
- (3) Records relating to any procurement action by the Contractor; and
- (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges.

(c) Records retention/disposition standards. Special records retention standards, described in DOE Order 200.1, Information Management Program (version in effect on effective date of contract), as directed by the National Archives and Records Administration in 36 CFR 1200, are applicable for the classes of Government owned records as described in paragraph (a) above. Records will be destroyed as appropriate based on guidance directed in 36 CFR 1200 or as directed by the CO or his representative. The Contractor will also be required to comply with any additional records retention guidance established by DOE.

(d) As directed by the CO, the Contractor shall grant access to all DOE records in its possession as may be required in conduct of normal DOE business. If any inspection or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the convenience of the Government representatives in the performance of their duties.

(e) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts.



**H.25 Other Government Contractors**

The Government may undertake or award other contracts for additional work or services. The Contractor agrees to fully cooperate with such other contractors and Government employees and carefully fit its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees. If DOE determines that the Contractor's activities may interfere with another DOE contractor, the Contracting Officer shall so notify the Contractor and the Contractor shall comply with any instructions the Contracting Officer may provide.